

## **EXHIBIT 2**



**PERSONAL AND CONFIDENTIAL**

September 5, 2018

Valeria Escamilla  
1301 Richmond Ave. Apt #446  
Houston, TX 77006

Dear Valeria,

We are delighted to invite you to be an employee of Odgers Berndtson, LLC. The partnership is united in its belief that you will be a terrific addition to our firm, both culturally and professionally and we look forward to working together to build the best firm in the industry.

This document will provide you with an overview of the key elements of our offer and will become our agreement once agreed and accepted by you in the space provided at the end of this document.

**Compensation**

Valeria, you will be paid an annual gross salary of \$60,000 payable semi-monthly, subject to applicable deductions and withholdings.

**Bonus Distribution**

You will be eligible for bonus based on your performance and the profitability of the firm. You will be eligible for bonus of up to 10% of your base salary which would be prorated during your first partial year of employment. All bonus payments are subject to applicable deductions and withholdings.

**Title and Responsibilities**

As discussed, we are bringing you in as a Research Associate in our Houston Office. In your role as Research Associate, you will be expected to support the research needs and candidate development responsibilities on select assignments.

**Benefits**

**Health/Dental/Vision Benefits:** We employ a Professional Employer Organization, Trinet/Ambrose, to manage the human resources function at the firm. The attached 'Orientation Guide' provides you with information on the various benefits and we will put you in touch with our representative at Trinet who can walk you through some of the choices you will be required to make. We believe our



benefits to be competitive as we currently provide an Essential United Healthcare health insurance plan, an enhanced dental plan and a vision plan to employees and their covered dependents at no insurance premium cost to employees as described in the enclosed Orientation Guide (this may have to change as we grow reflecting practices at our competitors, but for now we are holding the line). Employees wishing to upgrade their health insurance can do so by paying the difference in the premium as detailed in the Orientation Guide.

Additional Company paid benefits include life insurance of one-times salary up to \$1.5M, and both short and long-term disability benefits. Employees may purchase additional supplemental life insurance as detailed in the Orientation Guide. We also offer participation in a 401(k) plan which is also described in the Orientation Guide.

#### **Nondisclosure of information regarding business**

Employees will not at any time, in any fashion, form, or manner, either directly or indirectly divulge, disclose, or communicate to any person, firm, or corporation in any manner whatsoever any information of any kind, nature, or description concerning any matters affecting or relating to the business of employer, including, without limitation, the names of any its customers, the prices it obtains or has obtained, or at which it sells or has sold its products, or any other information concerning the business of employer, its manner of operation, or its plans, processes, or other data of any kind, nature, or description without regard to whether any or all of the foregoing matters would be deemed confidential, material, or important.

The parties hereby stipulate that, as between them, the foregoing matters are important, material, and confidential, and gravely affect the effective and successful conduct of the business of employer, and its good will, and that any breach of the terms of this section is a material breach of this agreement.

#### **Use of information of Prior Employers**

Please understand that it is Company policy to respect the confidential information and trade secrets of others, and to insist that its employees do likewise. During the Term of this Agreement (including any extensions thereof), you will not improperly use or disclose any confidential information or trade secrets, if any, of any former employers or any other person to whom you have an obligation of confidentiality, and will not bring onto the premises of the Company or any of its affiliates any unpublished documents or any property belonging to any former employer or any other person to whom you have an obligation of confidentiality unless consented to in writing by the former employer or person. You will use in the performance of your duties only information which is (i) generally known and used by persons with training and experience comparable to yours and which is (x) common knowledge in the industry or (y) is otherwise legally in the public domain, (ii) is otherwise provided or developed by the Company or its affiliates or (iii) in the case of materials, property, or information belonging to any former employer or other person to whom you have an obligation of confidentiality, approved for such use in writing by such former employer or person.

**Absence of Restrictions**

We also ask you to warrant and represent that you are not a party to or bound by any agreement with prior employers that in any way restricts your ability to perform the services required of you under this Agreement, or to perform services in specific geographic areas, to solicit or perform work for present or future clients of the Company or to solicit or recruit others to perform services for the Company (other than from your prior employer).

**At-Will Employment Relationship**

While we hope that our relationship will be a long and profitable one for you and us, you will be employed on an "at-will" basis, which means our relationship is not for any specified term; you are free to resign at any time, and likewise the relationship can be terminated by the Company at any time with or without cause or advance notice. In addition, the Company reserves its right to modify your position, duties or compensation and impose any form of discipline short of termination it deems appropriate, at its discretion.

Valeria, once again, I can't tell you how excited we are about having you join our firm. There is absolutely no doubt in my mind that we can, and will, build the best, most vibrant, cutting edge Search Firm in the US. From there, our real challenge is to build a visionary human capital company that changes the model and puts landmines in the road for the rest of the search world to drive over! Dare to think big...

Sincerely,

Agreed and Accepted to by:



\_\_\_\_\_  
Steven B. Potter  
Managing Partner



\_\_\_\_\_  
Valeria Escamilla

Employment Commencement Date: \_\_\_\_\_